

Tabs 6 - 16

**APPLICATION BY SOUTHWESTERN BELL
FOR PROVISION OF IN-REGION, INTERLATA SERVICES
IN MISSOURI**

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Volume 2

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**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554**

In the Matter of)	
)	
Application by SBC Communications Inc.,)	
Southwestern Bell Telephone Company, and)	
Southwestern Bell Communications Services,)	CC Docket No. 01-88
Inc. d/b/a Southwestern Bell Long Distance for)	
Provision of In-Region, InterLATA Services in)	
Missouri)	

**JOINT REPLY AFFIDAVIT OF ELIZABETH A. HAM AND
BRIAN D. NOLAND**

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STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

1. Elizabeth A. Ham, being of lawful age and duly sworn upon my oath, do hereby depose and state as follows:
2. My name is Elizabeth A. Ham. I am the same Elizabeth A Ham who previously filed an affidavit in this proceeding that provides my relevant experience and qualifications.

STATE OF TEXAS)
)
COUNTY OF DALLAS)

3. Brian D. Noland, being of lawful age and duly sworn upon my oath, do hereby depose and state as follows:
4. My name is Brian D. Noland. I am the same Brian D. Noland who previously filed an affidavit in this proceeding that provides my relevant experience and qualifications.

PURPOSE OF AFFIDAVIT

5. The purpose of this reply affidavit is to respond to allegations made in this proceeding by WorldCom, Inc. ("WorldCom") regarding the relevance of the regional commercial volumes handled by SWBT's OSS. In addition, McLeodUSA alleges that it cannot order an extended area calling scope for UNE-P service. This reply affidavit will demonstrate that McLeodUSA's claim is not true; in fact, at least two CLECs have successfully ordered UNE-P service with the extended area calling option. Finally, this reply affidavit responds to allegations made by Ionex Communications ("Ionex") and National ALEC Association/Prepaid Communications Association ("NALA/PCA") concerning the procedures and performance of SWBT's LSC.

WORLDCom COMMENTS

COMMERCIAL VOLUMES

6. WorldCom raises the same issues in Missouri that it raised unsuccessfully in SWBT's

Kansas/Oklahoma 271 application – namely that SWBT cannot establish commercial experience in Missouri and that an OSS test was not conducted specifically for Missouri.

WorldCom Comments at 14. There is no absence of commercial experience in Missouri – as pointed out in Elizabeth Ham's initial affidavit (§§ 28-29), service order volumes in Missouri are currently greater than the volumes of Kansas and Oklahoma combined at the time of their joint application. Furthermore, because the FCC has already found that SWBT's OSS are regional in nature, the commercial experience of SWBT's OSS in Texas is relevant.

Kansas/Oklahoma Order §§ 107-109.¹ In addition, the FCC agreed with the Department of Justice that SWBT's regional commercial experience showing in its Kansas/Oklahoma (and its Missouri) applications is a "sensible and efficient approach that can avoid the delay and expense of redundant testing." Kansas/Oklahoma Order § 118.²

7. The relevance of Texas commercial experience also negates WorldCom's allegation that there is not enough UNE-P experience in Missouri. WorldCom Comments at 14. In fact, UNE-P service in Missouri is no different than UNE-P service in Texas, Kansas, and Oklahoma, where the FCC found compliance with the checklist. Texas Order § 197;³

Kansas/Oklahoma Order § 158.

¹ Joint Application by SBC Communications Inc., et al., for Provision of In-Region, InterLATA Services in Kansas and Oklahoma, Memorandum Opinion and Order, CC Docket No. 00-217, FCC 01-29 (rel. Jan. 22, 2001) ("Kansas/Oklahoma Order").

² Quoting Comments of U.S. Department of Justice at 28, Joint Application by SBC Communications Inc., Southwestern Bell Telephone Company, and Southwestern Bell Communications Services, Inc. d/b/a Southwestern Bell Long Distance for Provision of In-Region, InterLATA Services in Kansas and Oklahoma, CC Docket No. 00-217 (FCC filed Dec. 4, 2000).

³ Application by SBC Communications Inc., et al., Pursuant to Section 271 of the Telecommunications Act of 1996 To Provide In-Region, InterLATA Services In Texas, Memorandum Opinion and Order, 15 FCC Rcd 18354 (2000)

MCLEODUSA COMMENTS

UNE-P WITH MCA

8. McLeodUSA alleges that SWBT has enforced a “blanket rejection policy” and rejects all orders for Metropolitan Calling Area (“MCA”) service ordered via UNE-P. McLeodUSA Schwartz Aff. ¶ 10. McLeodUSA’s claim that MCA service cannot be ordered via UNE-P is surprising, however, because at least two CLECs are successfully ordering UNE-P service with the MCA option for their end users in the St. Louis metropolitan area.⁴
9. Upon receipt of McLeodUSA’s comments in this proceeding, the SWBT account manager for McLeodUSA requested the Purchase Order Numbers (“PONs”) of any LSR requesting MCA service via UNE-P that was rejected, so that SWBT could determine the cause of the reject.⁵ McLeodUSA refused to produce the PONs. McLeodUSA did, however, request that SWBT provide examples of the UNE-P ordering process for MCA service, which SWBT provided in a timely manner.
10. First, it is important to understand that MCA service is designated by a “special” NPA-NXX combination. In Missouri, customers residing in an outlying area or town (e.g., Imperial, Missouri) surrounding a large city (e.g., St. Louis, Missouri) have the option to purchase an extended calling scope or optional MCA service, which allows them to call (and be called) on a locally dialed basis to (and from) St. Louis city, county, and other MCA subscribers. If

(“Texas Order”).

⁴ Attachment A (Proprietary) contains LSRs submitted by two CLECs for UNE-P end users requesting optional MCA service.

⁵ Shortly prior to McLeodUSA filing its comments with the FCC, the SWBT account manager incorrectly informed McLeodUSA that it could not submit UNE-P orders with the optional MCA service. The account manager has now, however, clarified that matter with McLeodUSA and provided McLeodUSA with information explaining how to submit UNE-P orders with the optional MCA service. Please note, that the Mechanized Customer Production Support Center, discussed in the initial Ham affidavit (¶¶ 46-50) was established to provide assistance to CLECs on day-to-day ordering problems, including rejected LSRs. Account management is one resource, but account managers are not necessarily knowledgeable about specific details required to submit a complete and accurate LSR.

the MCA option is not purchased, a call to St. Louis (or to the non-MCA Imperial telephone number from St. Louis) is dialed as a 1+ intraLATA toll call. For example, if a resident of Imperial purchases the optional MCA service (and therefore has an “MCA” NPA-NXX), a call to his friend in St. Louis is dialed as a local call. In return, his friend in St. Louis can call this Imperial customer on a locally dialed basis. In other words, an Imperial customer who purchases MCA is “paying” not only for the calls made from his residence or business into the metropolitan area, but also for the calls made from the metropolitan area to his residence or business.

11. In order to ensure the correct calling scope, all the MCA-eligible SWBT switches in the St. Louis outlying areas establish “MCA” NPA-NXX(s) as well as “local” NPA-NXX(s). The local inbound and outbound calling scope of an MCA subscriber is therefore dependent on his telephone number and the appropriate LSR entry in the Feature Detail field depicting MCA service. This ensures that the MCA customer receives an extended local inbound and outbound calling scope. Additional details concerning MCA can be found in the reply affidavit of Thomas Hughes.
12. McLeodUSA has stated that SWBT’s “order system is rejecting all orders for UNE-P submitted by McLeodUSA on which an MCA option is indicated.” McLeodUSA Comments at 12 (emphasis added). Detailed instructions for ordering MCA service (also called Extended Area Service “EAS”) can be found in the CLEC Handbook at the following location: “<https://clec.sbc.com/restr/clechb/une/mounelocalswitch.cfm?states=5#teas>.”
13. Without an example of McLeodUSA’s rejected LSR, SWBT can only speculate as to the cause of the rejection for McLeodUSA’s attempts to order MCA via UNE-P. In ordering MCA service via UNE-P, the CLEC indicates the MCA option simply by populating a

correct “MCA” NPA-NXX and the correct enhanced line code (“ELC”). Attachment B is an excerpt from the CLEC Handbook (the website address is noted above), which details the ELC codes specific to Missouri MCA service. McLeodUSA may be populating a “MCA” NPA-NXX and attempting to indicate the MCA option through use of a resale USOC or FID.⁶ If this is the case, the LSR will be rejected for an “invalid feature request” (the reject reason McLeodUSA cites). Or, McLeodUSA may be populating a correct “MCA” NPA-NXX, but failing to populate the ELC or populating an incorrect ELC. This procedure, also is incorrect and will be rejected for an “invalid feature request.”⁷

14. McLeodUSA complains that SWBT “has not provided an explanation for why this is occurring, and has not otherwise corrected the problem.” McLeodUSA Comments at 12. First, there is no problem to correct, other than McLeodUSA’s apparent submission of inaccurate LSRs. Second, as set out above, SWBT cannot explain why this is occurring without the knowledge of precisely what is occurring, which McLeodUSA is reluctant to share.

15. It should be noted that if a CLEC wants to order new UNE-P service with the optional MCA service, when a CLEC utilizes the Reserve Telephone Number (“TN”) function in Verigate, the CLEC is offered the choice of calling scope – a “local” inquiry or an “extended area service” inquiry. When the CLEC selects the “extended area service” inquiry, Verigate only offers TNs with “MCA” NPA-NXXs to the CLEC. Attachment C is a screen print from the Verigate User Guide demonstrating this procedure.

⁶ In retail and resale the MCA option is indicated by not only the “MCA” NPA-NXX, but also by specifying a unique USOC/FID.

⁷ McLeodUSA’s additional allegation that its end users selecting MCA service ordered via UNE-P lost service and had to have service re-ordered via resale also suggests that McLeodUSA is proficient at ordering MCA via resale, but not via UNE-P.

16. McLeod, in the same complaint states that “[i]nformation provided by [SWBT’s] toolbar system lists available features for [1]FB resale and UNE-P. However, when this database is accessed with an MCA prefix the system indicates that the MCA feature is available for resale but not for UNE-P.” *Id.* (emphasis added). Optional MCA service is not considered a “feature” in UNE-P service; unlike in resale, in UNE-P there is no USOC solely associated with MCA.⁸ If a CLEC attempts to order a UNE-P conversion and the end user already has an MCA NPA-NXX, the CLEC should be aware from the telephone number (given the facts set out above) that MCA is available for this end user. If a CLEC attempts to order a UNE-P new connect, the potential for optional MCA service can be verified as explained in ¶ 15. From McLeodUSA’s description of the pre-ordering events, it appears that Verigate is responding correctly.

IONEX COMMUNICATIONS COMMENTS

SERVICE ORDER PROCESSING

17. Ionex at pages 1-6, complains that SWBT has failed to provide UNE-P and resale services on a consistently reliable basis. Ionex provided ten examples (Exhibits A-L), alleging that LSC service order error was at fault for provisioning problems. These ten examples were processed over a four month period (January-April 2001) in Missouri, and reflect a very small percentage *** of total Ionex LSRs *** submitted during January through March 2001 (taken from PM 9 - Percent Rejects, April data is not available).⁹

18. Ionex provided two Exhibits (A and B) indicating that SWBT had rejected orders in error; Exhibits C-I allege that SWBT did not meet its interval commitments; and Exhibits J-L

⁸ The ELC required for optional MCA service is a FID.

⁹ Ionex provided twelve Exhibits (A-L), however, two of the exhibits (D and J) reflect the same PON number (0130FT-5006), and Exhibit L does not indicate a PON number.

allegedly represent instances of SWBT's slow response to an Ionex problem in Missouri. While Ionex is correct in stating that there were problems on each of these PONs, their corresponding explanations were not completely accurate. Notably, when SWBT's LSC service representative(s) made manual processing errors, the service representative involved was counseled by LSC management and retrained on the appropriate LSC processes and/or procedures that should have been followed. In the many instances where Ionex made order processing errors (as in many cases of the multiple rejects encountered with these PONs), the LSC worked with Ionex to resolve those issues. In fact, the LSC works with Ionex on a daily basis to assist in resolving order processing issues. Because of this working relationship, SWBT was surprised that Ionex chose to raise these PONs as issues in a federal 271 filing, rather than following the LSC's well-established escalation procedures. None of the PONs attached to Ionex's comments were brought to SWBT for discussion prior to the filing of Ionex's comments in this proceeding, and to SWBT's knowledge, Ionex has not escalated any order handling issues to the LSC. SWBT finds this lack of escalation especially surprising, given Ionex's unsubstantiated complaint that "SWBT appears not to have taken Ionex's concerns seriously... [A]ll too often Ionex must escalate the problems above its assigned SWBT account executives, and even then SWBT has proved to be unresponsive." Ionex Comments at 2.

19. SWBT's detailed response to each of the Ionex Exhibits, is provided as Attachment D. Based on carrier-to-carrier contacts, SWBT believes it has a good working relationship with Ionex, and a good record of resolving any complaints Ionex may bring to the table. SWBT will be happy to work with Ionex on an operational basis to resolve any concerns that may remain with regard to the handling of these accounts, or any others Ionex may choose to bring forward.

NALA/PCA COMMENTS

BILLING ISSUES

20. NALA/PCA at page 10 makes numerous unsupported allegations concerning SWBT's billing accuracy and dispute resolution processes. Specifically, NALA/PCA asserts that "[r]esellers find that as much as 20 percent of the charges listed on each SBC bill are incorrect."

Although the NALA/PCA made an almost identical allegation in connection with SWBT's Texas 271 application, after review the FCC concluded, "...that SWBT does not discriminate against competing carriers in the provision of wholesale bills." Texas Order ¶ 212. The same billing dispute resolution processes in place in the LSC at the time of the Texas application are in place today, and apply equally to Missouri and across the SWBT five-state region. The same conclusion by the FCC should apply as well.

21. As set out at ¶ 50 of the initial affidavit of Brian Noland filed in this proceeding, the LSC has a specialized group that serves as the single point of contact for CLECs on all wholesale billing issues and questions. It answers billing questions, makes adjustments for incorrectly billed amounts, and is responsible for resolving any billing disputes that arise. In the event a CLEC believes that they have received an inaccurate bill, processes are in place for the CLEC to submit the bill in question to the LSC Billing Group for resolution. The LSC investigates billing disputes on a case by case basis and provides resolution as expeditiously as possible. These processes are all available to members of the NALA/PCA.

22. At page 11 of its comments, NALA/PCA alleges that SWBT does not promptly resolve disputes, leading to charges that "linger for months, and even years, without resolution," and the accrual of late fees on a growing balance owed by the reseller. In support of the detailed dispute resolution procedures in SWBT's resale agreements, SWBT has developed an

internal dispute resolution form, available electronically to CLECs, which helps to document the nature of the dispute and begin the investigation/resolution process. The LSC answers these disputes on a first-come, first-served basis within contract parameters. While it is true that late fees may continue to accrue while the dispute is investigated, if the investigation reveals that an adjustment is appropriate, the portion of the late payment fee associated with the disputed amount is also adjusted.¹⁰ The amount of time required resolving a dispute is dependent upon several factors, which include contract verbiage, as well as the size of claim and number of months involved. CLECs should submit disputes in accordance with the terms of their contract. Failure to follow those procedures may cause a delay in the resolution period, as the LSC must contact the CLEC to determine the specifics of the dispute and/or inform the CLEC of their responsibilities to open an escrow account. Although the majority of disputes are resolved within 90 days, many are settled in a matter of days when adequate details and evidence are provided on the initial submission and the dispute communicated on a timely basis.

23. Finally, SWBT is not aware of the specific instance alleged by NALA/PCA, concerning the “threatened disconnection of member’s service although the only overdue balance related to disputed charges.” The LSC billing group and SWBT’s Collections Unit, work cooperatively and in tandem to ensure that any disputed charges are considered prior to notifying a CLEC of a past due balance. All billing disputes are logged and tracked by the LSC billing group and SWBT’s Collections Unit throughout the dispute resolution process. Prior to formally notifying any CLEC of a past due balance, these groups communicate, to determine if any

¹⁰ For example, SWBT will adjust late payment charges if, payment is misapplied; payment is lost by SWBT; bill was not received timely; CLEC contract stipulates exemption from late payment charges; or other extenuating miscellaneous circumstances.

portion of a CLEC's past due balance is pending a valid dispute resolution. In the event that a portion of the past due balance is under investigation, that portion will be deferred until the investigation has been completed, and subsequently adjustments will be made accordingly.

CONCLUSION

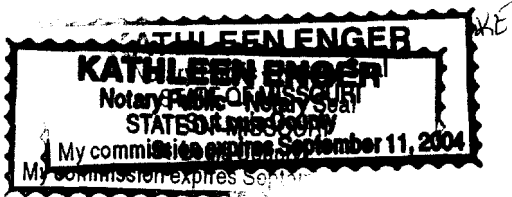
24. This concludes our affidavit.

I hereby swear and affirm that the information contained in the attached affidavit is true and correct to the best of my knowledge and belief.

Elizabeth Ham
Elizabeth Ham
Vice President-Long Distance Compliance

Subscribed and sworn to before me on this 14 day of May 2001.

Kathleen Enger
Notary Public



I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed on May 9, 2001.

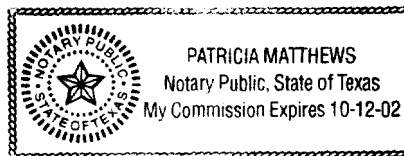
Brian D. Noland

Brian D. Noland

Director -Regulatory Support

STATE OF TEXAS)

COUNTY OF DALLAS)



Subscribed and sworn to before me this 9th day of May, 2001.

Patricia Matthews

Notary Public

Ham-Noland Joint Reply Affidavit – Attachment A

**REDACTED FOR
PUBLIC INSPECTION**



B

Ham-Noland Joint Reply Affidavit – Attachment B

CLEC Handbook

Section: Products & Services/UNE/Unbundled Local Switching/
Two-way Extended Area Service(EAS) for TX, MO & KS/
Third Table Down

LSR Entries for Optional Two-way EAS in Missouri:

LSR for Optional Two-way Extended Calling in Missouri (EAS) No OPXEX	FA	Feature	Feature Detail
Residence - EAS (Missouri Only)	N	ZUNEL	/ELC 2UNRE
	N	SRPAN	/LRS NA
Business - EAS (Missouri Only)	N	ZUNEL	/ELC 2UNBE
	N	SRPAN	/LRS NA
Business Multiline (HTG ARRG) - EAS (Missouri Only)	N	ZUNEL	/ELC 2UBME
	N	SRPAN	/LRS NA

Note: SRPAN with /LRS NA is used for illustrative purposes only.

LSR Field Entries

The following are the valid LSR Field entries required to order Optional Two-way EAS via the Local Service Request:
REQTYP

F and M

ACT (Activity LSR Page)

N= New Installation

C= Change or Modification to an existing service

V= Reconfiguration/Migration of service to new CLEC

LNA (Line Activity Port Page)

N= New Installation

V= Reconfiguration/Migration of service to a new CLEC

X= Telephone Number change

FA (Feature Activity Port Page)

N= Add/Install

C= Change

D= Remove/Disconnect

Feature

ZUNEL

SRPAN

Feature Detail

EAS ELC Code

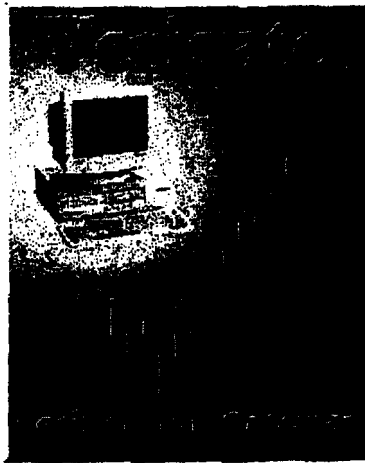
LRS++



c



Ham-Noland Joint Reply Affidavit – Attachment C



Verigate

**Southwestern Bell/Pacific Bell/Nevada Bell
Verification Gateway**

CLEC User Guide

Effective Date: March 18, 2001

Proprietary Information

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RESERVE TELEPHONE NUMBER

Southwestern Bell

This window is displayed after clicking the 'Retrieve TN(s)' button. It displays a list of available TNs that may be reserved for the verified address.

To Reserve One or more TNs:

- Highlight one or more TNs in the Available TNs column, by single clicking on the Telephone Number.
- Click the RESERVE => button.
 - TNs are reserved for a 30-day period. If not used within the 30-day period, they are returned to the pool of available telephone numbers.

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Ham-Noland Joint Reply Affidavit – Attachment D